

FLUOR DANIEL FERNALD REQUEST FOR PROPOSAL

FSC NO. 614 SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON-SITE DISPOSAL FACILITY (OSDF) PHASE II

INSTRUCTIONS TO OFFERORS

November 17, 1997

1.0 INTRODUCTION

Fluor Daniel Fernald, Inc. (FDF) contemplates award of a firm fixed price/firm fixed unit price construction contract resulting from this Request for Proposal (RFP).

Proposals for the FDF (RFP) shall be prepared in accordance with the information provided below. Specific responses to FDF's requirements are necessary to enable FDF to evaluate the Offeror's understanding of, and capability to accomplish, the stated objectives. Throughout its proposal, the Offeror shall provide sufficient detail to substantiate the validity of all stated claims, comments or positions. Proposed concepts must be shown to be technically feasible and achievable within the allotted limitations, and performance and schedule requirements must be shown to be realistic. The Offeror's response shall correspond to the requirements of this RFP, unless otherwise specified in writing by FDF.

2.0 PREPARATION OF PROPOSAL

- A. This Request For Proposal does not commit FDF, the Department of Energy, the Government or any representative thereof, to pay any costs incurred in the preparation or submission of any proposal or to procure or contract for services. Furthermore, the Offeror is advised that funds may not presently be available to award this contract and award is contingent upon availability of funds.
- B. This solicitation will form the basis of the proposal and will be incorporated into any resulting contract. The offered price for each Contract Line Item Number (CLIN) is to be submitted in the Offer section of the Solicitation, Offer and Award Form FS-F-798 contained in Part 1 herein. The completed Form FS-F-798 shall be submitted with your proposal package. Accompanying the offer should be other documents contained in Part 1, including Representations and Certifications, Form FS-F-4107, M-52B (Rev. 07/19/95), and any other documents required by this Request For Proposal.
- C. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the proposers lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aides are neither necessary nor desired.

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- D. Proposals should be firm for a period of not less than 90 calendar days from the date of receipt by FDF. Proposals offering less than 90 calendar days may be rejected.
- E. Reference information showing data relative to this contract for use by the Contractor is available for review at the Public Environmental Information Center, 10995 Hamilton Cleves Highway, Harrison, Ohio 45030.

3.0 PROPOSAL SUBMITTAL

- A. Proposals shall be submitted by 3:00 pm, January 15, 1998, Cincinnati time and as specified in the Solicitation section of Form FS-F-798. Offers and any modification thereof shall be submitted in sealed envelopes or packages. The original proposal must be signed by a representative of the Contractor authorized to legally bind the company. Envelopes or packages containing proposals shall be marked "CONFIDENTIAL" with the solicitation number, date and hour specified for receipt of offers, and the name of the Contractor on the outer cover in the lower right hand corner.
- B. Proposals to be transmitted via regular mail, overnight delivery service, or hand carried should be addressed as follows:

OVERNIGHT MAIL

Fluor Daniel Fernald
7400 Wiley Road
Hamilton, Ohio 45013-9405
Attention: Mr. Dave Sablosky
SWU / OSDF II Acquisitions
Mail Stop: 64

VIA U.S. MAIL

Fluor Daniel Fernald
P.O. Box 538704
Cincinnati, Ohio 45253-8704
Attention: Mr. Dave Sablosky
SWU / OSDF II Acquisitions
Mail Stop: 64

Hand carried proposals may be delivered to the Visitor's Badging Trailer. Offeror must telephone Dave Sablosky at 648-5162 from the Visitor's Badging Trailer to advise proposal package is available.

- C. Proposals and/or modifications submitted via facsimile will not be accepted for this Request For Proposal.
- D. There will be no public opening of the proposals. Contractors will be advised of the award as soon as possible after selection has been made and the consent of DOE has been received.
- E. Offeror debriefings will be held after award.
- F. Proposals must be delivered in the above manner; FDF will not accept electronically transmitted proposals.

4.0 REQUEST FOR PROPOSAL QUESTIONS

- A. It is FDF's policy to maintain an equal opportunity for all qualified Offerors. Therefore, all contacts with FDF relevant to this procurement must be with the authorized Contract Administrator. Unauthorized contacts are basis for disqualification. Formal

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communication such as Requests for Clarification and/or information concerning this solicitation should be submitted in writing to the following:

Fluor Daniel Fernald
P.O. Box 538704
Cincinnati, Ohio 45253-8704
ATTN: Mr. Dave Sablosky
Phone: (513) 648-5162
Fax: (513) 648-5767
E-mail: andrew_sablosky@fernald.gov

- B. Any explanation desired by prospective Offerors regarding the meaning or interpretation of the Request For Proposal, drawings, specifications, etc. shall be transmitted in writing. No information concerning this solicitation or request for clarification will be provided in response to telephone calls. Prospective Offerors are advised that electronic mail systems may be neither compatible nor timely; FDF will not be responsible for electronic mail which cannot be read or is not received timely. All requests must be confirmed in writing.

No written or facsimile inquiries will be answered when requests are received after December 19, 1997. The format of the questions shall follow the sequential numbering of this solicitation's sections and paragraphs and shall state the major paragraph heading.

- C. Clarifications may be in the form of an amendment to the Request for Proposal. Amendments to the Request for Proposal will be posted on the FDF Acquisitions Home Page at <http://www.fernald.gov/acquisitions>. Receipt of amendments by the Offeror must be acknowledged in the space provided on the Offer section of Form FS-F-798.

5.0 SIGNATURE TO PROPOSALS

Each proposal, including the Representations and Certifications document, must give the full business address of the offeror and be signed by the proposer with its usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative followed by the designation of the person signing.

Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other persons authorized to bind it in the matter.

The name of each person who affixes to his signature the word "President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held to be the proposal of the individual signing. When requested by FDF, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

6.0 RIGHT TO REJECT PROPOSALS

- A. FDF reserves the right to reject any and all proposals or to make an award to other than the low offeror as may be determined to be in the best interest of the Government.

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- B. Proposals may be rejected if they (or any transmittal letter, attachment, form, or paper which is made a part of the proposal), contain any exception, condition, restriction or term:
1. which is in conflict in any way with the terms and conditions contained in the Request For Proposal or in any addendum thereto; or
 2. which, although not in conflict with any specific condition, term or provision of the Request For Proposal, introduces a new condition, term or provision which is unacceptable to FDF.
- C. FDF may, at its discretion, waive informalities and minor irregularities in offers received.

7.0 LATE PROPOSALS, MODIFICATION OF PROPOSALS, OR WITHDRAWAL OF PROPOSALS

- A. Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and:
1. It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of proposals (e.g., a proposal submitted in response to a solicitation requiring receipt of proposals by the 20th of the month must have been mailed by the 15th or earlier);
 2. There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under FDF's control prior to the time set for receipt of offers, and the Contract Administrator determines that accepting the late offer would not unduly delay the procurement;
 3. Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
 4. It is the only proposal received.
- B. Any modification of a proposal, except a modification resulting from a Request for "Proposal Revision," by FDF is subject to the same conditions as in paragraph 7A above.

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- C. A modification resulting from a FDF request for "Proposal Revision", received after the date and time specified in the request will not be considered unless received before award and the late receipt is due solely to the mishandling by FDF after receipt at FDF.
- D. The only acceptable evidence to establish:
 - 1. The date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark, both on the envelope or the wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date, or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye "postmark" on the receipt and the envelope or wrapper.
 - 2. The time of receipt at FDF is the time-date stamp on the proposal wrapper or other documentary evidence of receipt maintained by FDF.
- E. The date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service - Post Office to FDF is the date entered by the post office receiving clerk on the "Express Mail Next day Service-Post Office to FDF" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (D) of this provision, excluding postmarks of the Canadian Postal Service.

Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

- F. Notwithstanding paragraph 7A. of this provision, a late modification of an otherwise successful proposal which makes its terms more favorable to FDF and the Government will be considered at any time it is received and may be accepted.

NOTE: - The term "telegram" includes mailgrams.

- G. Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

8.0 PROPOSAL FORMAT AND CONTENTS

- A. Proposals shall include all data and information required by this solicitation. Only one (1) technical proposal from each Offeror shall be considered. The commitments made in the Offeror's technical proposal shall be binding upon that Offeror and will be

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incorporated into any resulting subcontract. In cases of any conflict or ambiguity between the Offeror's technical proposal (including amendments) and FDF's specifications, FDF's specifications shall govern.

- B. The Offeror's proposal for the requirements shall be clear, coherent, legible, and prepared in sufficient detail for effective evaluation by FDF. The proposal shall be submitted in accordance with these instructions. The intent of the proposal shall be to provide sufficient information to support a decision to select that Contractor which offers the best value combination of price, safety, technical capacity and management skills.
- C. Volumes and Copies. In presenting material in the required volume below, the Offeror is advised that the quality of information is significantly more important than quantity. Each section within a volume shall start on a new page. Tabbed dividers are desirable. The proposal shall contain all pertinent information in sufficient detail to permit thorough evaluation. Information requested in the paragraphs below shall be provided in the volumes indicated.

Copies: FDF requires that one (1) original Proposal, composed of the Pricing Proposal and Technical Proposal, two (2) Pricing Proposals and ten (10) Technical Proposals be submitted.

The one (1) original proposal shall be clearly marked "ORIGINAL". If information required for proposal evaluation is not found in the section designated for its presentation, it will be assumed to have been omitted from the proposal.

FDF will retain or destroy, at its discretion, all copies of proposals from unsuccessful offerors.

Proposal pages shall be single spaced, one sided, with a 12 point font.

- D. Pricing. No pricing shall be submitted with technical proposals.
- E. Binding and Labeling. Each volume of the proposal shall be separately bound in three-ring binders so as to facilitate subsequent changes provided to FDF during negotiation process. A cover sheet shall be on the front cover and the spine of each binder shall be affixed to each volume, clearly marked as specific pages and paragraphs contain proprietary information.

FDF will treat unidentified pages or paragraphs as nonproprietary information.

Note: Due to space limitations, proposals should be submitted in the smallest binders capable of accommodating the requested information.

- F. Indexing. The proposal shall contain a master Table of Contents for the total proposal.

9.0 TECHNICAL PROPOSAL

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The technical proposal should be specific, detailed, and complete to demonstrate clearly and fully that the Offeror has a thorough understanding of the statement of work and project requirements. The technical proposal must enable FDF personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal meets the requirements of the Statement of Work (SOW) and all attachments thereto. The proposal shall include interface descriptions sufficient to describe the Offeror's approach and to illustrate clearly the manner in which the Offeror shall conduct the work. Phrases such as "standard procedures will be employed" must be sufficiently defined to show how the Offeror proposes to comply with FDF requirements, and it must include a full explanation of the techniques and procedures proposed to be followed.

Note: Exceptions deemed not to be in compliance with the Statement of Work and all attachments thereto MAY render the proposal nonresponsive. Nonresponsive proposals and/or Best and Final Offers shall not be considered for award. All exceptions must be noted on Form FS-F-4625, "Agreement to Contract Terms and Conditions / General Provisions" dated 4/23/96.

The Technical Proposal is provided primarily to evaluate the Offerors' approach, understanding, and capabilities and to assist in selection for award. Submittals provided with the Technical Proposal which are contractual requirements may need to be re-submitted after award and be augmented with additional details as required by the specifications.

Each section of the Technical Proposal shall have a one-to-one correspondence to the sections below:

Section 1. Corporate Management Plan & Structure

This section shall be used to evaluate the Offerors personnel, management capabilities, and plan for management and control of the project.

A. Quality Assurance Plan

The offeror shall submit a Quality Assurance Plan addressing the ten quality criteria outlined in Part 9 of this RFP. This submittal will be no longer than fifteen (15), one sided pages.

B. Resumes

Resumes will be limited to two (2) one sided pages per resume. This section shall contain resumes of key site personnel identified for this project, to include the following:

- Project Manager
- Project Engineer
- General Superintendent
- OSDF Area Superintendent
- SWU Area Superintendent
- OSDF Health & Safety Representative
- SWU Health & Safety Representative
- QA / QC Manager
- QC Inspector

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As a minimum, resumes will address the following:

Verifiable years of experience managing lower tier construction and liner subcontractors

Verifiable years of experience managing and/or supervising construction union labor force.

Verifiable years of experience managing or involvement with hazardous landfill type projects

Verifiable years of experience in radiological remediation projects.

Verifiable years of experience in excavation and placement of contaminated soils and/or debris.

Verifiable years of experience of involvement with Department of Energy, EPA, and other Government projects.

Training and ability to work with CPM schedule such as Primavera or similar program.

The S&H Representatives must reflect 5 years verifiable applied safety and health experience, with 3 years of that time in the construction industry as a full time safety professional.

QA/QC Manager must have 5 years verifiable years experience in construction with three years of that time in landfill construction quality assurance or quality control.

QC Inspector must have 2 years construction QC experience.

C. Project Team Roles and Responsibilities

This section shall be limited to ten (10) pages one sided pages. The Offeror will include a description of the roles and responsibilities of the on site project team and corporate support personnel. As a minimum, this will include the job description and responsibility of each member of the on site project team, what home office support the team will receive, who will be principally responsible for coordinating quality control, quality assurance, SWU safety, OSDF safety, engineering, engineering submittals, work plans, invoicing, certified payroll submittal, document control, labor supervision, maintenance of equipment, procurement of supplies, scheduling, , and contract administration and change order management. Any limits and contractual authority of the project manager must be identified. The project team members to be assigned at the FEMP will be identified. If lower tier subcontractors are contemplated, the offeror should include information pertaining to the management of subcontractors. If lower tier subcontractors are planned, proposals must specify significant lower tier subcontractors by name and address, to include subcontractors which may be responsible for excavation, material transportation, material placement, compacted clay liner, and cell liner installation.

Section 2. Technical Approach: Technical Work Plans, Schedule & Resources

This section shall be used to evaluate the offeror's technical approach to the project and to verify that the offeror has a thorough understanding of the project, its risks and its objectives.

- A. The Technical Work Plans will be limited to fifty (50) pages. The Technical Work Plans shall describe the Work (including options) in sufficient detail to provide:

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Assurance to FDF that the Contractor has adequately and appropriately assessed and addressed the safety and technical risks associated with the Work.

Assurance to FDF that the contractor has planned the work in sufficient detail to meet schedule and safety requirements.

B. The Technical Work Plans shall include the following:

1. A narrative description of the work including the contractor's methods of performing the following work safely and in compliance with the applicable requirements:
 - OSDF and SWU Stormwater Management and Erosion Control.
 - OSDF and SWU Dust Control.
 - SWU Excavation Work Plan: all phases of SWU excavation including unclassified impacted material excavation, lead contaminated soil excavation, special material excavation and handling, above Waste Acceptance Criteria (WAC) excavation, loading, hauling, and unloading in accordance with Part 7, Specification Section 02205.
 - Hauling of debris from OSDF Debris Transfer Area to OSDF.
 - All phases of OSDF construction including but not limited to: Cell excavation, clay material screening and processing, compacted clay liner construction, liner system construction, leachate detection and collection layers, Borrow Area Management, Borrow Area Haul Road construction, and Cell 1 Cap construction.
 - Impacted Material Placement Plan (IMPP)
 - Facility Management

C. Schedule and Resources:

- The resource loaded Detailed Construction Schedule for the base contract and options as described in Part 6, Section 13.1 and 13.2. FDF must be able to determine critical path for each activity will also be identified.
- Identification of number and type of equipment, crew size and craft for each activity.
- A list of sub-tier contractors with a description of their work.

Section 3. Health & Safety Program

This section shall be used to evaluate the adequacy of the Offeror's corporate safety program, safety culture, management emphasis on safety, and past accident/injury history.

A. Preliminary Safe Work Plans

This section will be used to evaluate the offeror's safety approach to the project and to verify that the offeror has a thorough understanding of planning safe work practices into the project. The offeror shall submit the Preliminary Safe Work Plans for two primary work tasks. The Preliminary Safe Work Plan will be limited to thirty pages. This Preliminary Safe Work Plan is only for the purpose of the RFP. A complete Safe Work Plan will still be required according to the contract, section 7.

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1. The Preliminary Safe Work Plan will describe the Work in sufficient detail to provide:
 - Assurance to Fluor Daniel Fernald that the Contractor has adequately and appropriately assessed and addressed the hazards, safety and technical risks associated with the Work.
 - Assurance to Fluor Daniel Fernald that the work methods comply accurately with the safety and health and performance requirements specified in the contract documents. This includes primary hazard identification of each work activity and addressing the appropriate mitigator, such as engineering controls, administrative controls and the use of PPE.
 - Assurance to Fluor Daniel Fernald that the contractor has planned the work in sufficient detail to meet safety and schedule requirements.
2. The Preliminary Safe Work Plan shall include all the requirements and be formatted as defined in ACR-002, Safe Work Plan form in section 7 of the contract. The Preliminary Safe Work Plan, including the contractor's methods of performing the following work, shall be completed for the following:
 - SWU Excavation Work Plan, including these phases of SWU excavation: unclassified material excavation, special material excavation and handling, lead contaminated soil excavation, above Waste Acceptance Criteria (WAC) Material excavation, loading, hauling and unloading.
 - Impacted Material Placement Plan (IMPP) at the OSDF

B. Safety History Form

Complete Safety History Form and OSHA 200 Log Information forms contained in Part 1 of this RFP with attached OSHA 200 Forms and EMR information of the past four (4) years and other required documents specified by the Safety History Form. The forms must represent the corporate performance and not any single division or unit of the company.

C. Corporate Health and Safety Program

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The offeror shall submit its Corporate Health and Safety Program. The Corporate Health and Safety Program will be evaluated by comparison with the elements contained in Part 8, Section D, "Requirements for the Subcontractor/s Safety and Health (S&H) Program." It is not the intent to have a site specific or customized S&H program manual submitted with the offeror's proposal.

10.0 PRICE PROPOSAL

The price proposal shall include the following items:

A. The SOLICITATION, OFFER AND AWARD Form No. FS-F-798, with Part B completed:

1. Base Contract:

- a. CLIN 1 is the proposed firm fixed price of post award submittals and actions necessary prior to mobilization on site. Bonds, insurance, and required pre-mobilization submittals should be include with this CLIN.
- b. CLIN 2 is the proposed firm fixed price of work and efforts necessary to support SWU material excavation, loading, hauling and unloading. Costs commonly associated with SWU site overhead, project management, superintendence, oversight and administration should also be included.
- c. CLIN 3 through CLIN 8 and CLIN 11 through CLIN 13 are the proposed firm fixed unit prices for the ranges associated with the described work. Variable direct costs associated with SWU excavation, loading, hauling and unloading or OSDF placement should be included.
- d. CLIN 9 and CLIN 15 are firm fixed unit prices for crew hours to perform the specified work. A fixed allocation will be included as specified for the contract period. This fixed allocation is an administrative tool to allow funding for anticipated events whose quantities are undefinable. The proposed costs will be evaluated for reasonableness.
- e. CLIN 10 is the proposed firm fixed price of work and efforts necessary for specified OSDF construction and to support OSDF material placement. Costs commonly associated with OSDF site overhead, project management, superintendence, oversight and administration should also be included.
- f. CLIN 14 is the proposed firm fixed unit price to for the not to exceed quantity associated with the work described. There is no minimum quantity represented for this line item.
- g. CLIN 16 is the proposed firm fixed price for contract demobilization. If not exercised during the base year, it will continue at the proposed price until such time contract demobilization is exercised.
- h. CLIN 17 is an contract allocation for SWU excavation stoppage. It is inserted as an administrative convenience and will be liquidated based upon

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the Contractor's direct costs for labor and equipment in accordance with Part 4, Special Terms and Conditions.

- i. CLIN 18 and CLIN 19 are options to the Base Contract and redundant to activities in Option "A" CLIN's. As such this work will be evaluated as part of Option "A". The proposed costs will be evaluated for reasonableness.
 - 2. Option "A"
 - a. CLIN 1: same as item 1(a) above.
 - b. CLIN 2 and CLIN 12: same as above item 1(b) and 1(e) respectively.
 - c. CLIN 3 through CLIN 10 and CLIN 14 through CLIN 16: same as item 1(c) above.
 - d. CLIN 11 and CLIN 17: same as item 1(d) above.
 - e. CLIN 13: same as item 1(f) above.
 - f. CLIN 18: same as item 1(h) above.
 - 3. Option "B"
 - a. CLIN 1: same as item 1(a) above.
 - b. CLIN 2 and CLIN 10: same as above item 1(b) and 1(e) respectively..
 - c. CLIN 3 through CLIN 8 and CLIN 11 through CLIN 13: same as 1(c) above.
 - d. CLIN 9 and CLIN 14: same as item 1(d) above.
 - e. CLIN 15: same as item 1(h) above.
 - 4. Option "C": proposed firm fixed price for construction of Cell 1 cap.
- B. Completed Pay Item Schedule, in accordance with Part 6, Statement of Work, paragraph 10.2.A.
- C. Completed FERMCO Representations, Certifications and Other Statements of Bidders/Offerors, Form FS-OC-50 M-52B (Rev. 7/19/95) for Supply/Services Estimated Greater than \$25,000.
- D. Bid Guarantee in accordance with Paragraph 23 of this Instructions to Offerors.
- E. Small Business and Small Disadvantaged Business Subcontracting Plan (if not qualified as a small company for SIC 8744.) To be submitted for review with proposal. Must be approved prior to award.
- F. Proposed hourly crew rates complete with labor costs, equipment costs, burdens and fee, for "Off Hours Dust Alert Response" as described in Part 6 of this RFP (Base

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Contract, CLIN 15; Option "A", CLIN 17; and Option "B", CLIN 14. This hourly rate will be evaluated for price reasonableness only.

- G. Proposed hourly crew rates with labor costs, equipment costs, burdens and fee, for "Removal of SWU friable PACM from excavation and packaging of PACM in ISO Containers for hauling," as described in Part 6 of this RFP (Base Contract, CLIN 9; Option "A", CLIN 11; and Option "B", CLIN 9. This hourly rate will be evaluated for price reasonableness only.
- H. Executed Form FS-F-4625, "Agreement to Subcontract Terms and Conditions / General Provisions".

Unless it is determined prior to award that an option will not be exercised, FDF will evaluate price offers in the following manner: the sum of the Base Contract Evaluated Price, Option "A" Evaluated Price, Option "B" Evaluated Price, and Option "C" is the Evaluated Total Price and shall be used to determine the low proposer for the solicitation.

Evaluation of option(s) will not obligate FDF to exercise the option(s).

Note: Proposed prices shall include all costs associated with the project, including overhead and profit, and allowance for local labor taxes and labor insurance.

11.0 PROPOSAL EVALUATION

A. INTRODUCTION

The evaluation of proposals and the selection of source(s) for award will be in accordance with the criteria set forth in 11.C.

B. BASIS FOR AWARD

FDF will select the responsible offeror whose proposal is responsive to the requirements of the solicitation and will be most advantageous to FDF.

The Basis for Award will be FDF's evaluation of price and other factors where price is weighed at 50% and technical merit is weighed at 50%.

FDF reserves the right to disqualify any offeror whose proposal is technically unacceptable and incapable of being made acceptable without major revision or change.

C. TECHNICAL PROPOSAL EVALUATION CRITERIA

Proposals, unrealistic in terms of technical content, will be deemed reflective of an inherent lack of technical competence, or indicative of failure to comprehend the complexity and risks of the agreement requirements, and may be grounds for rejection of the proposal.

To determine technical merit, offerors will be evaluated in accordance with the following criteria:

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Technical Approach: Technical Work Plans, Schedule & Resources

- Technical Work Plans
- Schedule & Resources.

Health and Safety

- EMR
- Safe Work Plan
- OSHA 200 and Safety History
- Safety and Health Program

Corporate Management Plan and Structure

- Quality Assurance Plan
- Resumes
- Project Roles and Responsibilities

Health and Safety is weighted more than Corporate Management and Structure.
Technical Approach is weighted more than Health and Safety.

The subcriteria weight in the Technical Approach criteria are: Technical Work Plan are equal to the total weight assigned to the Schedule and Resources.

The subcriteria weight in the Health and Safety Criteria are: EMR shall be weighted more than OSHA 200 and Safety History. OSHA 200 and Safety History shall be weighted very significantly more than the Corporate Safety and Health Program.

The subcriteria weight in the Corporate Management Plan and Structure criteria are: Resumes and Project Roles and Responsibilities are weighted equal; the Quality Assurance plan is weighted significantly more than Resumes and Project Roles and Responsibilities.

12.0 CONTRACT AWARD

- FDF intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- FDF may reject any or all proposals if such action is in FDF's interest.
- FDF may waive informalities and minor irregularities in proposals received.
- FDF intends to evaluate proposals and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. FDF reserves the right to conduct discussions and request revised proposals if FDF later determines them to be necessary. If FDF determines that the number of offerors that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, FDF may limit the number of offerors in the competitive range to the number, in the opinion of FDF, that will permit an efficient competition among the most highly rated offerors.*

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- E. The FDF reserves the right to make an award on any item for a quantity less than the quantity offered.
- F. Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by FDF.
- G. Fluor Daniel Fernald may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items, subline items or options. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the FDF, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.
- I. Cost realism will be considered by the source selection authority in evaluating performance or schedule risk.
- H. If discussions are conducted, any revisions or nonconcurrence to negotiated agreement terms and conditions submitted in the proposal or subsequent revised proposal may be a basis for the rejection of the Offeror's proposal or revised proposal.

13.0 WAGES - DAVIS BACON AND PROJECT LABOR AGREEMENT

The Project Labor Agreement between FDF and the Greater Cincinnati Building and Construction Trades Council dated March 30, 1993, Rev. 0 as modified on 10/1/97, a copy of which accompanies this solicitation, shall be applicable to all work performed under this subcontract.

- A. Project Labor Agreement (PLA) contained in Part 5 of this solicitation is applicable to all contractors, at any tier, who perform work on the site.

The successful offeror must become signatory to the PLA by executing the Letter of Assent prior to the commencement of on-site work. Sub-tiers of the successful offeror must become signatory to the PLA by executing the Letter of Assent prior to the commencement of its on-site work.

- B. Wage and Fringe Determination (Applicable to On-site Work Only). The craft designations, base hourly wage rate and applicable fringe benefit package as specified in the FDF PLA Appendix A Wage Schedule (and any future revisions thereto) shall be the minimum rates paid to laborer and mechanic classifications designated therein. In the event the Davis Bacon wage rates and fringe benefits, applicable to this contract, exceed the PLA Appendix A, wage rates and fringe benefits the Davis Bacon wage rates and fringe benefits shall apply.
- C. The FDF PLA hourly wage rate and fringe benefit package will be adjusted on October 1st of every year. Accordingly, it is the Contractor's responsibility to ascertain what hourly wage rates and fringe benefits will be paid under the PLA for the duration of this contract since no adjustments will be made to the contract fixed price for any increase or decrease in the hourly wage rates and fringe benefits for the duration of the subcontract.

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**14.0 PARENT OR AFFILIATE OF Fluor Daniel Fernald OR Fluor Daniel Fernald
TEAMING PARTNERS**

The Offeror is cautioned that if its company is the Parent, a Division, an Affiliate, or any other Fluor Daniel controlled source or FDF Teaming Partner, proposals will not be accepted or reviewed.

Note: The Teaming Partners are:

- 1) Jacobs Engineering Group**
- 2) NUS Haliburton**
- 3) NFS - Ecotek**
- 4) Fluor Daniel**

15.0 CONFERENCE AND TOUR

A pre-proposal tour and/or conference will be held at the time and place designated on the Solicitation, Offer, and Award Form, F-FS-798, to tour the work area, review the solicitation and answer any questions with respect to the project. Directions to the Fernald Environmental Management Project (FEMP) are contained in Part 1 of this solicitation. Persons attending the pre-proposal tour/conference will be required to view a twelve (12) minute orientation file prior to visiting the work area.

Attendance at the pre-proposal tour and conference is limited to three (3) representatives per company.

Persons wishing to participate in the Pre-proposal tour must complete and return the Personal Information and Employer Information portions of the FEMP Access Request Form (FS-F-3207) to the Contract Administrator not less than 48 hours prior to schedule tour. Participants must possess U.S. citizenship and a positive method of identification (i.e., drivers license with picture).

16.0 CONTRACT ACCEPTANCE

The successful offeror will be required to complete Block 30A, B and C of the Solicitation, Offer and Award, Form No. FS-F-798 within ten (10) days of FDF's verbal Notice of Award. Upon receipt of the executed document, FDF will complete Block 31A, B and C, and return one (1) signed original copy to the contractor.

17.0 PRE-AWARD SURVEY

FDF may conduct a pre-award survey of any firm under consideration to confirm any part of the information furnished by the proposer, or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by FDF to be necessary for the successful performance of the Contract.

Each proposer must affirmatively demonstrate its responsibility, and when necessary, the responsibility of its proposed lower tier subcontractors. Each proposer should be prepared to present evidence:

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- A. To demonstrate proposers financial capability to undertake this award (adequate financial resources).
- B. Showing experience and abilities of people to be directly responsible for performance of this subcontract, including as applicable, lower tier subcontractor and/or affiliate personnel. Proposers should be prepared to submit resumes showing experience and abilities of such persons in setting up and directing similar work, including performing the required testing and quality assurance functions. Personnel should also be made available for interviews as deemed appropriate by FDF.
- C. Relating to proposed plant and equipment (facilities and production). NOTE: Where a prospective proposer plans to use the facilities or equipment of another concern, the proposed business arrangements, firm or contingent, for the use of such facilities or equipment shall be fully detailed.
- D. That it is able to comply with the specified performance schedule.
- E. That is has satisfactory understanding of the scope of work.
- F. Regarding the responsibility of proposed lower tier subcontractors in the above areas to the extent that a proposer will perform Contract requirements by subcontracting.

18.0 ERRORS IN PROPOSALS

Proposers or their authorized agents are expected to examine the site, drawings, specifications, schedules and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the proposer's own risk, and it cannot secure relief on the plea of error in the proposal.

19.0 STATE AND LOCAL TAXES

The contract price shall not include any amount for Ohio sales or use taxes on buildings and construction materials to be incorporated into a structure or improvement to real property owned by the Government, or any item which a State of Ohio sales tax exemption may apply. A State of Ohio, Department of Taxation, Construction Contract Exemption Certificate will be provided by the Contract Administrator with the notice of award.

20.0 BONDS

The proposer to whom an award is made must, when required, enter into a written contract for the work on this project as covered in drawings and specifications and associated documents, with satisfactory security in the amount required within the period specified, or if no period is specified, within ten (10) days after the prescribed forms are presented to him for signature. A Performance Bond, FS-F-796, in an amount equal to the order amount shall be furnished by the successful contractor for contracts in excess of \$25,000.00. A Payment Bond, Form FS-F-797 shall also be furnished by the successful contractor for orders in excess of \$25,000.00.

The amount of the Payment Bond will be as follows:

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- A. When the contract price is not more than \$1,000,000.00, the bond will be 50% of the contract price.
- B. When the contract price is more than \$1,000,000.00, but not more than \$5,000,000.00, the bond will be 40% of the contract price.
- C. When the contract price is more than \$5,000,000.00, the bond amount shall be \$2,500,000.00.

21.0 RETENTION OF PROPOSAL

FDF reserves the right to retain copies of all proposals received, including those from any unsuccessful proposers.

22.0 BID GUARANTEE

A bid guarantee shall be submitted with any proposal in excess of \$25,000.00. The amount of the bid guarantee shall be not less than 20% of the Proposed Base Contract Evaluated Price but shall not exceed \$3,000,000.00. Enclosed in Part 1 is a Bid Bond Form FS-F-678 which can be utilized to fulfill the bid guarantee requirements.

Failure to furnish a bid guarantee in the proper form and amount by the time set for receipt of bids may be cause for rejection of the bids.

The bid guarantee shall be in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful offerors as soon as practicable after the opening of proposals, and (b) to the successful offeror upon execution of such further contractual documents, and bonds (including any necessary coinsurance or reinsurance agreements) as may be required by the proposal as accepted. Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations as set forth therein.

If the successful proposer, upon acceptance of its proposal by FDF within the period specified therein for acceptance (ninety days if no period is specified in block 13.D of the Solicitation section of Form FS-F-798), fails to execute such further contractual documents, if any, and give such bond(s) (including any necessary coinsurance or reinsurance agreements) as may be required by the terms of the solicitation as accepted within the time specified, (ten days if no period is specified) its' contract may be terminated for default. In such event, it shall be liable for any cost of procuring the work which exceeds the amount of its' proposal, and the bid guarantee shall be available toward offsetting such difference.

23.0 CONTRACTOR PROTEST

The General Accounting Office (GAO) will not consider a protest of the award or proposed award of an agency subcontract except where the agency has requested in writing that the subcontract protest be decided by the GAO. Further, the DOE has

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advised FDF that the DOE will not act upon any subcontract protest for the award resulting from the affected solicitation. Any complaints regarding award of this solicitation should be formally filed in writing with the cognizant Contract Administrator.

FLUOR DANIEL FERNALD, INC.

REQUEST FOR PROPOSAL

Contract FSC 614

**SOUTHERN WASTE UNITS (SWU) EXCAVATION /
ON-SITE DISPOSAL FACILITY (OSDF) PHASE II**

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